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December 14, 2007


Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611

Re: Omega Chemical Corporation Superfund Site
Consent Decree in the matter of
US v. Abex Aerospace Division, et al. USDC CD Cal CV 00-012471
DJ #90-11-3-06529
File No.: 0438-011646

Chief, Environmental Enforcement Section:

Pursuant to paragraphs 84 and 92 of the Consent Decree in the matter of *United States v. Abex Aerospace Division, et al.*, USDC CD Cal Case No. CV 00-012471, settling defendant Pacific Gas and Electric Company hereby notifies the United States in writing of a "suit or claim for contribution" brought against Pacific Gas and Electric Company "for matters related" to the Consent Decree, i.e., regarding the Omega Chemical Corporation Superfund Site. A copy of the complaint in the "suit or claim for contribution" is enclosed for reference. The enclosed complaint, in the matter entitled *Angeles Chemical Company, Inc., et al. v. Omega Chemical PRP Group LLC, et al.*, USDC CD Cal Case No. EDCV07-1471 VAP (JCRx), was served upon Pacific Gas and Electric Company on December 5, 2007.

Regards,


Matthew G. Dudley
Sedgwick, Detert, Moran & Arnold LLP
MGD/mgd
Enclosures

SF/1471140v1

Chief, Environmental Enforcement Section
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cc: Director, Superfund Division
United States Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

Michelle Schultz
EPA Project Coordinator
United States Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

De Maximus
Settling Work Defendants Project Coordinator
5225 Canyon Crest Drive, Building 200, Suite 253
Riverside, CA 92507

Boone & Associates
Settling Work Defendants' Coordinator
901 Corporate Center Drive, Suite 204
Monterey Park, CA 91754

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FILED

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10 Attorneys for Plaintiffs Angeles Chemical Company, Inc., John Locke, and Greve
 11 Financial Services, Inc.

12 UNITED STATES DISTRICT COURT
 13
 14 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

15 ANGELES CHEMICAL COMPANY,
 16 INC., a California corporation, JOHN
 17 LOCKE, an individual, GREVE
 18 FINANCIAL SERVICES, INC., a
 19 California corporation,

20 Plaintiffs,
 21
 22 v.

23 OMEGA CHEMICAL PRP GROUP
 24 LLC; OMEGA CHEMICAL PRP
 25 GROUP; MCKESSON
 26 CORPORATION; ROBERT BERG;
 27 DONNA BERG; THE ESTATE OF
 28 ARNOLD ROSENTHAL; PEARL
 ROSENTHAL; HAVERY SORKIN,
 SEYMOUR MOSLIN, AND THE
 ESTATE OF PAUL MASLIN; ABEX
 AEROSPACE DIVISION and
 PNEUMO-ABEX CORPORATION;
 AIR PRODUCTS AND CHEMICALS,
 INC.; ALCOA INC.;
 ALLIEDSIGNAL, INC. (now known as
 HONEYWELL INTERNATIONAL,
 INC.); ALPHA THERAPEUTIC
 CORPORATION; APPLIED MICRO
 CIRCUITS CORPORATION;
 APPROPRIATE TECHNOLOGIES II,
 INC.; ARLON ADHEVISES & FILM;
 ARMOR ALL PRODUCTS
 CORPORATION; AVERY
 DENNISON CORPORATION; BASF
 CORPORATION; BAXTER
 HEALTHCARE CORPORATION;
 BOEING NORTH AMERICAN, INC.;
 BONANZA ALUMINUM CORP.;
 BORDEN, INC.; BOURNS, INC.;

CASE NO:
EDCV07-1471VAP (JCRx)
 COMPLAINT FOR:

1. PRIVATE RECOVERY UNDER CERCLA;
2. DECLARATORY RELIEF UNDER FEDERAL LAW;
3. DAMAGES AND INJUNCTION FOR PUBLIC AND PRIVATE NUISANCE;
4. DAMAGES FOR TRESPASS;
5. EQUITABLE INDEMNITY; AND
6. DECLARATORY RELIEF UNDER STATE LAW.

1 BROADWAY STORES, INC.;
 2 CALSONIC CLIMATE CONTROL,
 3 INC. (now known as CALSONIC
 4 NORTH AMERICA, INC.); CANON
 5 BUSINESS MACHINES, INC.;
 6 INTERNATIONAL PAPER
 7 COMPANY; WASTE
 8 MANAGEMENT, INC.; UNITED
 9 DOMINION INDUSTRIES; CROSBY
 10 & OVERTON, INC.; DATATRONICS
 11 ROMOLAND, INC.; DEL MAR
 12 AVIONICS, INC.; DEUTSCH
 13 ENGINEERED CONNECTING
 14 DEVICES/DEUTSCH GAV;
 15 DISNEYLAND CENTRAL PLANT;
 16 DOW CHEMICAL COMPANY;
 17 EATON CORPORATION; FHL
 18 GROUP; FIRMENICH
 19 INCORPORATED; FORENCO, INC.;
 20 GAISER TOOL COMPANY;
 21 GAMBRO, INC.; GATX TERMINALS
 22 CORPORATION; GENERAL
 23 DYNAMICS CORPORATION;
 24 GEORGE INDUSTRIES; GOLDEN
 25 WEST REFINING COMPANY;
 26 GREAT WESTERN CHEMICAL
 27 COMPANY; GSF ENERGY, L.L.C.
 28 (successor to GSF ENERGY, INC.);
 GULFSTREAM AEROSPACE
 CORPORATION; HEXCEL
 CORPORATION; HILTON HOTELS
 CORPORATION; HITACHI HOME
 ELECTRONICS (AMERICA), INC.;
 BP AMERICA INC.; HONEYWELL
 INTERNATIONAL INC.; HUBBEL
 INC.; HUCK MANUFACTURING
 COMPANY (by its former parent
 Federal Mogul Corporation); HUGHES
 SPACE AND COMMUNICATIONS
 COMPANY; HUNTINGTON PARK
 RUBBER STAMP COMPANY;
 INTERNATIONAL RECTIFIER
 CORPORATION; JAN-KENS
 ENAMELING COMPANY; JOHNS
 MANVILLE INTERNATIONAL
 INC.; K.C. PHOTO ENGRAVING
 CO.; KESTER SOLDER DIVISION,
 LITTON SYSTEMS, INC.;
 KIMBERLY CLARK WORLDWIDE,
 INC.; KOLMAR LABORATORIES,
 INC.; LOMA LINDA UNIVERSITY;
 BRITISH ALCAN ALUMINUM,
 P.L.C.; MATTEL, INC.; MAXWELL
 TECHNOLOGIES, INC.; THE MAY
 DEPARTMENT STORES COMPANY
 L.L.C.; McDONNELL DOUGLAS
 CORPORATION a wholly owned
 subsidiary of the BOEING

1 COMPANY; MEDEVA
2 PHARMACEUTICALS CA, INC.
3 (f/k/a MD PHARMACEUTICAL
4 INC.); MICO INC.; MINNESOTA
5 MINING AND MANUFACTURING
6 COMPANY; QUALITY CARRIERS
7 INC. (f/k/a MONTGOMERY TANK
8 LINES, INC.); NATIONAL
9 BROADCASTING COMPANY
10 (NBC); NCR CORPORATION (f/k/as
11 AT&T); NI INDUSTRIES (a division
12 of TRIMAS, a wholly owned subsidiary
13 of MASCO TECH); NMB
14 TECHNOLOGIES CORP.; OHLINE
15 CORP.; OJAI MANUFACTURING
16 TECHNOLOGY, INC.; SIEMENS
17 MEDICAL SYSTEMS, INC.;
18 PACIFIC BELL TELEPHONE
19 COMPANY; PACIFIC GAS &
20 ELECTRIC CO.; PIONEER VIDEO
21 MANUFACTURING INC.; PRINTED
22 CIRCUITS UNLIMITED; POLYONE
23 CORPORATION (formerly THE
24 GEON COMPANY); NELLCOR
25 PURITIAN-BENNETT L.L.C.;
26 LONZA INC.; QUALITY
27 FABRICATION, INC.; QUEST
28 DIAGNOSTICS CLINICAL
LABORATORIES, INC. (f/k/a BIO
SCIENCE ENTERPRISES; RATHON
CORP. (f/k/a DIVERSEY CORP.);
RATHEON COMPANY; REED &
GRAHAM, INC.; RICHOLD INC.;
REMET CORPORATION;
RESINART CORP.; ROBINSON
PREZIOSO INC.; ROGERS
CORPORATION; SAFETY-KLEEN
SYSTEMS, INC. (f/k/a SAFETY-
LKEEN CORP.); SCRIPTO-TOKAI
CORPORATION; SHELL OIL
COMPANY; THE SHERWIN-
WILLIMAS COMPANY; SIERRACIN
CORPORATION; SIGMA CASTING
CORPORATION (now known as
HOWMET ALUMINUM CASTING,
INC.); SIGNET ARMORLITE, INC.;
SKYPARK MANUFACTURING, LLC
(formerly BURTIN URETHANE
CORPORATION); SOUTHERN
CALIFORNIA EDISON CO.;
SOUTHERN PACIFIC
TRANSPORTATION CO. (now known
as UNION PACIFIC RAILROAD
COMPANY); SPECIFIC PLATING
COMPANY INC.; HARSCO
CORPORATION; BHP COATED
STEEL CORP.; TELEDYNE
INDUSTRIES INC.; TELEDYNE

1 TECHNOLOGIES INCORPORATED;
2 TENSION ENVELOPE CORP;
3 TEXACO INC.; TEXAS
4 INSTRUMENTS TUCSON
5 CORPORATION (f/k/a BURR-
6 BROWN CORP.); TITAN
7 COPORATION; TODD PACIFIC
8 SHIPYARDS; TREASURE CHEST;
9 PACIFIC PRECISION METALS,
10 INC.; UNION OIL COMPANY OF
11 CALIFORNIA; UNITED PARCEL
12 SERVICE, INC.; UNIVERSAL CITY
13 STUDIOS, INC.; VAN WATERS &
14 ROGERS INC. and VOPAK
15 DISTRIBUTION AMERICAS
16 CORPORATION (f/k/a UNIVAR
17 CORPORATION); VERTEX
18 MICROWAVE PRODUCTS, INC.
19 (f/k/a GAMMA-F CORP.); WALT
20 DISNEY PICTURES AND
21 TELEVISION; WARNER-LAMBERT
22 COMPANY; W&B MARKETING
23 INC.; WEBER AIRCRAFT L.P.;
24 WESTERN METAL DECORATING
25 CO. L.P.; YELLOW FREIGHT
26 SYSTEMS, INC.; YORK
27 INTERNATIONAL CORPORATION;
28 YORT INC. (f/k/a TROY LIGHTING,
INC. - TIFFANY DIVISION);

Defendants.

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1 ANGELES CHEMICAL COMPANY, INC., a California corporation, JOHN
2 LOCKE, an individual, and GREVE FINANCIAL SERVICES, INC., a California
3 corporation (hereinafter collectively "Plaintiffs") allege as follows:

4 **STATEMENT OF ACTION**

5 1. Plaintiffs bring this action against Defendants under CERCLA and
6 various other federal and state laws for the recovery of costs incurred and to be
7 incurred by Plaintiffs in connection with the site commonly known as 8915
8 Sorenson Avenue, Santa Fe Springs, California ("Plaintiffs' Site") in response to a
9 variety of claims and events, including but not limited to the following: (A) in
10 response to investigations by the United States Environmental Protections Agency
11 ("USEPA") regarding the Omega Chemical Superfund Site and Plaintiffs' Site; (B)
12 in response to the releases and threat of releases of hazardous substances onto and
13 from the real property commonly described as 12504 East Whittier Boulevard,
14 Whittier, California ("Omega Site") which have migrated onto Plaintiffs' Site and
15 into the Omega Plume as defined below; (C) in response to the releases and threat of
16 releases of hazardous substances onto and from various other properties within the
17 geographical area surrounding the Plaintiffs' Site; and (D) in response to the releases
18 and threat of releases of hazardous substances on, into and from the plume of deep
19 groundwater migrating from the Omega Site, and other sites, on, into, onto and
20 underneath the Plaintiffs' Site (among other sites) enveloping a large geographical
21 area of Santa Fe Springs and Whittier areas known as the Omega Plume ("Omega
22 Plume").

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction pursuant to 42 U.S.C. § 9607
25 (a)(4)(B) (CERCLA cost recovery) and 28 U.S.C. § 1331 (federal question). The
26 causes of action alleged herein arise under the Constitution, laws, or treaties of the
27 United States, or are supplemental thereto.

28 3. The Plaintiffs' claims for relief arise in this district. Venue is therefore
appropriate in this district under 42 U.S.C. § 9607 (a)(4)(B) and 28 U.S.C. § 391(b).

4. This Court has jurisdiction over the state law claims for public nuisance, private nuisance, trespass, declaratory relief, and equitable indemnity under the doctrine of supplemental jurisdiction because these claims arise out of the same nucleus of operative facts as the federal claims.

PARTIES

PLAINTIFFS

5. Plaintiff, Angeles Chemical Company, Inc., a California corporation is, and at all times relevant herein was, a California corporation doing business in the County of Orange, California.

6. Plaintiff, John Locke, is, and at all relevant times herein was, a resident of the State of California.

7. Plaintiff, Greve Financial Services, Inc., a California corporation is, and at all times relevant herein was, a California corporation doing business in the County of Los Angeles, California.

8. Plaintiffs are, and at all times relevant hereto were, a "person" as that term is defined in California Health and Safety Code § 25228; CERCLA § 101(21), 42 U.S.C. 9601(21); and SWDA § 1004(15), 42 U.S.C. 6903(15).

9. Investigations are ongoing regarding the claims and the parties responsible for damages, injuries and the costs as alleged therein. The allegations of this Complaint are made on information and belief and are based upon the investigation conducted to date. This Complaint will be amended or supplemented if additional investigation or analysis so warrants.

DEFENDANTS

10. Defendant, Omega Chemical PRP Group, LLC, a Delaware limited liability company, is an LLC that has been licensed to do business in the State of California.

11. Defendant, Omega Chemical PRP Group, an unincorporated association, is an association that has been licensed to do business in the State of California.

1 12. Defendants, McKesson Corporation, a California corporation, is a
2 corporation that has been licensed to do business in the State of California, and is,
3 and at all material times was the lessee, operator, or owner of the McKesson Site.

4 13. Defendants, Harvey Sorkin, Seymour Moslin, Joseph Sorkin, all
5 individuals, and The Estate of Paul Maslin, deceased, were prior owners of the
6 McKesson Site and at all material times hereto were the owners or operators of the
7 McKesson Site.

8 14. Defendants, Robert Berg, Donna Berg, Pearl Rosenthal, all individuals,
9 and The Estate of Arnold Rosenthal, deceased, were former owners of the Plaintiffs'
10 Site and served as employees, officers, directors and/or shareholders of Plaintiff
11 Angeles.

12 14. At all times herein relevant, Defendant ABEX AEROSPACE
13 DIVISION and PNEUMO-ABEX CORPORATION was a corporation incorporated
14 under the laws of the State of Delaware, authorized to do business in the State of
15 California.

16 15. At all times herein relevant, Defendant AIR PRODUCTS AND
17 CHEMICALS, INC. was a corporation incorporated under the laws of the State of
18 Delaware, authorized to do business in the State of California.

19 16. At all times herein relevant, Defendant ALCOA INC. was a corporation
20 incorporated under the laws of the State of Pennsylvania, authorized to do business
21 in the State of California.

22 17. At all times herein relevant, Defendant ALLIEDSIGNAL, INC. (now
23 known as HONEYWELL INTERNATIONAL, INC.) was a corporation
24 incorporated under the laws of the State of Delaware, authorized to do business in
25 the State of California.

26 18. At all times herein relevant, Defendant ALPHA THERAPEUTIC
27 CORPORATION was a corporation incorporated under the laws of the State of
28 California, authorized to do business in the State of California.

1 19. At all times herein relevant, Defendant APPLIED MICRO CIRCUITS
2 CORPORATION was a corporation incorporated under the laws of the State of
3 Delaware, authorized to do business in the State of California.

4 20. At all times herein relevant, Defendant APPROPRIATE
5 TECHNOLOGIES II, INC. was a corporation incorporated under the laws of the
6 State of California, authorized to do business in the State of California.

7 21. At all times herein relevant, Defendant ARLON ADHEVISES & FILM
8 was a corporation incorporated under the laws of the State of Delaware, authorized
9 to do business in the State of California.

10 22. At all times herein relevant, Defendant ARMOR ALL PRODUCTS
11 CORPORATION was a corporation incorporated under the laws of the State of
12 Delaware, authorized to do business in the State of California.

13 23. At all times herein relevant, Defendant AVERY DENNISON
14 CORPORATION was a corporation incorporated under the laws of the State of
15 Delaware, authorized to do business in the State of California.

16 24. At all times herein relevant, Defendant BASF CORPORATION was a
17 corporation incorporated under the laws of the State of Delaware, authorized to do
18 business in the State of California.

19 25. At all times herein relevant, Defendant BAXTER HEALTHCARE
20 CORPORATION was a corporation incorporated under the laws of the State of
21 Delaware, authorized to do business in the State of California.

22 26. At all times herein relevant, Defendant BOEING NORTH
23 AMERICAN, INC. was a corporation incorporated under the laws of the State of
24 Delaware authorized to do business in the State of California.

25 27. At all times herein relevant, Defendant BONANZA ALUMINUM
26 CORP. was a corporation incorporated under the laws of the State of California,
27 authorized to do business in the State of California.

28

1 28. At all times herein relevant, Defendant BORDEN, INC. was a
2 corporation incorporated under the laws of the State of New Jersey, authorized to do
3 business in the State of California.

4 29. At all times herein relevant, Defendant BOURNS, INC. was a
5 corporation incorporated under the laws of the State of California, authorized to do
6 business in the State of California.

7 30. At all times herein relevant, Defendant BROADWAY STORES, INC.
8 was a corporation incorporated under the laws of the State of Delaware, authorized
9 to do business in the State of California.

10 31. At all times herein relevant, Defendant CALSONIC CLIMATE
11 CONTROL, INC. (now known as CALSONIC NORTH AMERICA, INC.) was a
12 corporation incorporated under the laws of the State of Tennessee, authorized to do
13 business in the State of California.

14 32. At all times herein relevant, Defendant CANON BUSINESS
15 MACHINES, INC. was a corporation incorporated under the laws of the State of
16 California, authorized to do business in the State of California.

17 33. At all times herein relevant, Defendant INTERNATIONAL PAPER
18 COMPANY was a corporation incorporated under the laws of the State of New
19 York, authorized to do business in the State of California.

20 34. At all times herein relevant, Defendant WASTE MANAGEMENT,
21 INC. was a corporation incorporated under the laws of the State of Delaware,
22 authorized to do business in the State of California.

23 35. At all times herein relevant, Defendant UNITED DOMINION
24 INDUSTRIES was a corporation incorporated under the laws of the State of
25 California, authorized to do business in the State of California.

26 36. At all times herein relevant, Defendant CROSBY & OVERTON, INC.
27 was a corporation incorporated under the laws of the State of California, authorized
28 to do business in the State of California.

1 37. At all times herein relevant, Defendant DATATRONICS
2 ROMOLAND, INC. was a corporation incorporated under the laws of the State of
3 Nevada, authorized to do business in the State of California.

4 38. At all times herein relevant, Defendant DEL MAR AVIONICS, INC.
5 was a corporation incorporated under the laws of the State of California, authorized
6 to do business in the State of California.

7 39. At all times herein relevant, Defendant DEUTSCH ENGINEERED
8 CONNECTING DEVICES/DEUTSCH GAV was a corporation incorporated under
9 the laws of the State of California, authorized to do business in the State of
10 California.

11 40. At all times herein relevant, Defendant DISNEYLAND CENTRAL
12 PLANT was a corporation incorporated under the laws of the State of California,
13 authorized to do business in the State of California.

14 41. At all times herein relevant, Defendant DOW CHEMICAL COMPANY
15 was a corporation incorporated under the laws of the State of Delaware, authorized
16 to do business in the State of California.

17 42. At all times herein relevant, Defendant EATON CORPORATION was
18 a corporation incorporated under the laws of the State of Ohio, authorized to do
19 business in the State of California.

20 43. At all times herein relevant, Defendant FHL GROUP was a corporation
21 incorporated under the laws of the State of California, authorized to do business in
22 the State of California.

23 44. At all times herein relevant, Defendant FIRMENICH
24 INCORPORATED was a corporation incorporated under the laws of the State of
25 Delaware, authorized to do business in the State of California.

26 45. At all times herein relevant, Defendant FORENCO, INC. was a
27 corporation incorporated under the laws of the State of Illinois, authorized to do
28 business in the State of California.

1 46. At all times herein relevant, Defendant KAISER TOOL COMPANY
2 was a corporation incorporated under the laws of the State of California, authorized
3 to do business in the State of California.

4 47. At all times herein relevant, Defendant GAMBRO, INC. was a
5 corporation incorporated under the laws of the State of Colorado, authorized to do
6 business in the State of California.

7 48. At all times herein relevant, Defendant GATX TERMINALS
8 CORPORATION was a corporation incorporated under the laws of the State of
9 Delaware, authorized to do business in the State of California.

10 49. At all times herein relevant, Defendant GENERAL DYNAMICS
11 CORPORATION was a corporation incorporated under the laws of the State of
12 Delaware, authorized to do business in the State of California.

13 50. At all times herein relevant, Defendant GEORGE INDUSTRIES was a
14 corporation incorporated under the laws of the State of California, authorized to do
15 business in the State of California.

16 51. At all times herein relevant, Defendant GOLDEN WEST REFINING
17 COMPANY was a corporation incorporated under the laws of the State of
18 California, authorized to do business in the State of California.

19 52. At all times herein relevant, Defendant GREAT WESTERN
20 CHEMICAL COMPANY was a corporation incorporated under the laws of the State
21 of Washington, authorized to do business in the State of California.

22 53. At all times herein relevant, Defendant GSF ENERGY, L.L.C.
23 (successor to GSF ENERGY, INC.) was a limited liability company under the laws
24 of the State of Delaware, authorized to do business in the State of California.

25 54. At all times herein relevant, Defendant GULFSTREAM AEROSPACE
26 CORPORATION was a corporation incorporated under the laws of the State of
27 Georgia, authorized to do business in the State of California.

28

1 55. At all times herein relevant, Defendant HEXCEL CORPORATION was
2 a corporation incorporated under the laws of the State of Delaware, authorized to do
3 business in the State of California.

4 56. At all times herein relevant, Defendant HILTON HOTELS
5 CORPORATION was a corporation incorporated under the laws of the State of
6 Delaware, authorized to do business in the State of California.

7 57. At all times herein relevant, Defendant HITACHI HOME
8 ELECTRONICS (AMERICA), INC. was a corporation incorporated under the laws
9 of the State of California, authorized to do business in the State of California.

10 58. At all times herein relevant, Defendant BP AMERICA INC. was a
11 corporation incorporated under the laws of the State of Delaware, authorized to do
12 business in the State of California.

13 59. At all times herein relevant, Defendant HONEYWELL
14 INTERNATIONAL INC. was a corporation incorporated under the laws of the State
15 of Delaware, authorized to do business in the State of California.

16 60. At all times herein relevant, Defendant HUBBEL INC. was a
17 corporation incorporated under the laws of the State of Connecticut, authorized to do
18 business in the State of California.

19 61. At all times herein relevant, Defendant HUCK MANUFACTURING
20 COMPANY (by its former parent Federal Mogul Corporation) was a corporation
21 incorporated under the laws of the State of Michigan, authorized to do business in
22 the State of California.

23 62. At all times herein relevant, Defendant HUGHES SPACE AND
24 COMMUNICATIONS COMPANY was a corporation incorporated under the laws
25 of the State of Delaware, authorized to do business in the State of California.

26 63. At all times herein relevant, Defendant HUNTINGTON PARK
27 RUBBER STAMP COMPANY was a corporation incorporated under the laws of
28 the State of California, authorized to do business in the State of California.

1 64. At all times herein relevant, Defendant INTERNATIONAL
2 RECTIFIER CORPORATION was a corporation incorporated under the laws of
3 the State of Delaware, authorized to do business in the State of California.
4 65. At all times herein relevant, Defendant JAN-KENS ENAMELING
5 COMPANY was a corporation incorporated under the laws of the State of
6 California, authorized to do business in the State of California.
7 66. At all times herein relevant, Defendant JOHNS MANVILLE
8 INTERNATIONAL, INC. was a corporation incorporated under the laws of the
9 State of Delaware, authorized to do business in the State of California.
10 67. At all times herein relevant, Defendant K.C. PHOTO ENGRAVING
11 CO. was a corporation incorporated under the laws of the State of California,
12 authorized to do business in the State of California.
13 68. At all times herein relevant, Defendant KESTER SOLDER DIVISION,
14 LITTON SYSTEMS, INC. was a corporation incorporated under the laws of the
15 State of Delaware, authorized to do business in the State of California.
16 69. At all times herein relevant, Defendant KIMBERLY CLARK
17 WORLDWIDE, INC. was a corporation incorporated under the laws of the State of
18 Delaware, authorized to do business in the State of California.
19 70. At all times herein relevant, Defendant KOLMAR LABORATORIES,
20 INC. was a corporation incorporated under the laws of the State of Delaware,
21 authorized to do business in the State of California.
22 71. At all times herein relevant, Defendant LOMA LINDA UNIVERSITY
23 was a corporation incorporated under the laws of the State of California, authorized
24 to do business in the State of California.
25 72. At all times herein relevant, Defendant BRITISH ALCAN
26 ALUMINUM, P.L.C. was a public limited company under the laws of the State of
27 California, authorized to do business in the State of California.
28

1 73. At all times herein relevant, Defendant MATTEL, INC. was a
2 corporation incorporated under the laws of the State of Delaware, authorized to do
3 business in the State of California.

4 74. At all times herein relevant, Defendant MAXWELL
5 TECHNOLOGIES, INC. was a corporation incorporated under the laws of the State
6 of Delaware, authorized to do business in the State of California.

7 75. At all times herein relevant, Defendant THE MAY DEPARTMENT
8 STORES COMPANY L.L.C. was a limited liability company under the laws of the
9 State of New York, authorized to do business in the State of California.

10 76. At all times herein relevant, Defendant McDONNELL DOUGLAS
11 CORPORATION a wholly owned subsidiary of the BOEING COMPANY was a
12 corporation incorporated under the laws of the State of Delaware, authorized to do
13 business in the State of California.

14 77. At all times herein relevant, Defendant MEDEVA
15 PHARMACEUTICALS CA, INC. (f/k/a MD PHARMACEUTICAL INC.) was a
16 corporation incorporated under the laws of the State of California, authorized to do
17 business in the State of California.

18 78. At all times herein relevant, Defendant MICO INC. was a corporation
19 incorporated under the laws of the State of Minnesota, authorized to do business in
20 the State of California.

21 79. At all times herein relevant, Defendant MINNESOTA MINING AND
22 MANUFACTURING COMPANY was a corporation incorporated under the laws of
23 the State of Delaware, authorized to do business in the State of California.

24 80. At all times herein relevant, Defendant QUALITY CARRIERS INC.
25 (f/k/a MONTGOMERY TANK LINES, INC.) was a corporation incorporated under
26 the laws of the State of Illinois, authorized to do business in the State of California.

27 81. At all times herein relevant, Defendant NATIONAL
28 BROADCASTING COMPANY (NBC) was a corporation incorporated under the
laws of the State of Delaware, authorized to do business in the State of California.

1 82. At all times herein relevant, Defendant NCR CORPORATION
2 (formerly AT&T) was a corporation incorporated under the laws of the State of
3 Maryland, authorized to do business in the State of California.

4 83. At all times herein relevant, Defendant NI INDUSTRIES (a division of
5 TRIMAS, a wholly owned subsidiary of MASCO TECH) was a corporation
6 incorporated under the laws of the State of Delaware, authorized to do business in
7 the State of California.

8 84. At all times herein relevant, Defendant NMB TECHNOLOGIES
9 CORP. was a corporation incorporated under the laws of the State of California,
10 authorized to do business in the State of California.

11 85. At all times herein relevant, Defendant OHLINE CORP. was a
12 corporation incorporated under the laws of the State of California, authorized to do
13 business in the State of California.

14 86. At all times herein relevant, Defendant OJAI MANUFACTURING
15 TECHNOLOGY, INC. was a corporation incorporated under the laws of the State of
16 California, authorized to do business in the State of California.

17 87. At all times herein relevant, Defendant SIEMENS MEDICAL
18 SYSTEMS, INC. was a corporation incorporated under the laws of the State of
19 Delaware, authorized to do business in the State of California.

20 88. At all times herein relevant, Defendant PACIFIC BELL TELEPHONE
21 COMPANY was a corporation incorporated under the laws of the State of
22 California, authorized to do business in the State of California.

23 89. At all times herein relevant, Defendant PACIFIC GAS & ELECTRIC
24 CO. was a corporation incorporated under the laws of the State of California,
25 authorized to do business in the State of California.

26 90. At all times herein relevant, Defendant PIONEER VIDEO
27 MANUFACTURING INC. was a corporation incorporated under the laws of the
28 State of Delaware, authorized to do business in the State of California.

1 91. At all times herein relevant, Defendant POLYONE CORPORATION
2 (formerly THE GEON COMPANY) was a corporation incorporated under the laws
3 of the State of Ohio, authorized to do business in the State of California

4 92. At all times herein relevant, Defendant PRINTED CIRCUITS
5 UNLIMITED was a corporation incorporated under the laws of the State of
6 California, authorized to do business in the State of California.

7 93. At all times herein relevant, Defendant NELLCOR PURITIAN-
8 BENNETT L.L.C. was a limited liability company under the laws of the State of
9 Delaware, authorized to do business in the State of California.

10 94. At all times herein relevant, Defendant LONZA INC. was a corporation
11 incorporated under the laws of the State of New York, authorized to do business in
12 the State of California.

13 95. At all times herein relevant, Defendant QUALITY FABRICATION
14 INC. was a corporation incorporated under the laws of the State of California,
15 authorized to do business in the State of California

16 96. At all times herein relevant, Defendant QUEST DIAGNOSTICS
17 CLINICAL LABORATORIES, INC. (f/k/a BIO SCIENCE ENTERPRISES) was a
18 corporation incorporated under the laws of the State of Delaware, authorized to do
19 business in the State of California.

20 97. At all times herein relevant, Defendant RATHON CORP. (f/k/a
21 DIVERSEY CORP.) was a corporation incorporated under the laws of the State of
22 Delaware, authorized to do business in the State of California.

23 98. At all times herein relevant, Defendant RATHEON COMPANY was a
24 corporation incorporated under the laws of the State of Delaware, authorized to do
25 business in the State of California.

26 99. At all times herein relevant, Defendant REED & GRAHAM INC. was a
27 corporation incorporated under the laws of the State of California, authorized to do
28 business in the State of California.

1 100. At all times herein relevant, Defendant REICHHOLD INC. was a
2 corporation incorporated under the laws of the State of Delaware, authorized to do
3 business in the State of California.

4 101. At all times herein relevant, Defendant REMET CORPORATION was
5 a corporation incorporated under the laws of the State of California, authorized to do
6 business in the State of California.

7 102. At all times herein relevant, Defendant RESINART CORP. was a
8 corporation incorporated under the laws of the State of California, authorized to do
9 business in the State of California.

10 103. At all times herein relevant, Defendant ROBINSON PREZIOSO INC.
11 was a corporation incorporated under the laws of the State of California, authorized
12 to do business in the State of California.

13 104. At all times herein relevant, Defendant ROGERS CORPORATION was
14 a corporation incorporated under the laws of the State of Massachusetts, authorized
15 to do business in the State of California.

16 105. At all times herein relevant, Defendant SAFETY-KLEEN SYSTEMS,
17 INC. (f/k/a SAFETY-LKEEN CORP.) was a corporation incorporated under the
18 laws of the State of Wisconsin, authorized to do business in the State of California.

19 106. At all times herein relevant, Defendant SCRIPTO-TOKAI
20 CORPORATION was a corporation incorporated under the laws of the State of
21 Delaware, authorized to do business in the State of California.

22 107. At all times herein relevant, Defendant SHELL OIL COMPANY was a
23 corporation incorporated under the laws of the State of Delaware, authorized to do
24 business in the State of California.

25 108. At all times herein relevant, Defendant THE SHERWIN-WILLIMAS
26 COMPANY was a corporation incorporated under the laws of the State of Ohio,
27 authorized to do business in the State of California.

28

1 109. At all times herein relevant, Defendant SIERRACIN CORPORATION
2 was a corporation incorporated under the laws of the State of Delaware, authorized
3 to do business in the State of California.

4 110. At all times herein relevant, Defendant SIGMA CASTING
5 CORPORATION (now known as HOWMET ALUMINUM CASTING, INC.) was a
6 corporation incorporated under the laws of the State of Delaware, authorized to do
7 business in the State of California.

8 111. At all times herein relevant, Defendant SIGNET ARMORLITE, INC.
9 was a corporation incorporated under the laws of the State of Delaware, authorized
10 to do business in the State of California.

11 112. At all times herein relevant, Defendant SKYPARK
12 MANUFACTURING, L.L.C. (formerly BURTIN URETHANE CORPORATION)
13 was a limited liability company under the laws of the State of California, authorized
14 to do business in the State of California.

15 113. At all times herein relevant, Defendant SOUTHERN CALIFORNIA
16 EDISON CO. was a corporation incorporated under the laws of the State of
17 California, authorized to do business in the State of California.

18 114. At all times herein relevant, Defendant SOUTHERN PACIFIC
19 TRANSPORTATION CO. (now known as UNION PACIFIC RAILROAD
20 COMPANY) was a corporation incorporated under the laws of the State of
21 Delaware, authorized to do business in the State of California.

22 115. At all times herein relevant, Defendant SPECIFIC PLATING
23 COMPANY INC. was a corporation incorporated under the laws of the State of
24 California, authorized to do business in the State of California.

25 116. At all times herein relevant, Defendant HARSCO CORPORATION
26 was a corporation incorporated under the laws of the State of Delaware, authorized
27 to do business in the State of California.

28

1 117. At all times herein relevant, Defendant BHP COATED STEEL CORP.
2 was a corporation incorporated under the laws of the State of Delaware, authorized
3 to do business in the State of California.

4 118. At all times herein relevant, Defendant TELEDYNE INDUSTRIES
5 INC. was a corporation incorporated under the laws of the State of California,
6 authorized to do business in the State of California.

7 119. At all times herein relevant, Defendant TELEDYNE TECHNOLOGIES
8 INCORPORATED was a corporation incorporated under the laws of the State of
9 Delaware, authorized to do business in the State of California.

10 120. At all times herein relevant, Defendant TENSION ENVELOPE CORP.
11 was a corporation incorporated under the laws of the State of New York, authorized
12 to do business in the State of California.

13 121. At all times herein relevant, Defendant TEXACO INC. was a
14 corporation incorporated under the laws of the State of Delaware, authorized to do
15 business in the State of California.

16 122. At all times herein relevant, Defendant TEXAS INSTRUMENTS
17 TUCSON CORPORATION (f/k/a BURR-BROWN CORP.) was a corporation
18 incorporated under the laws of the State of Delaware, authorized to do business in
19 the State of California.

20 123. At all times herein relevant, Defendant TITAN COPRORATION was a
21 corporation incorporated under the laws of the State of Delaware, authorized to do
22 business in the State of California.

23 124. At all times herein relevant, Defendant TODD PACIFIC SHIPYARDS
24 was a corporation incorporated under the laws of the State of Delaware, authorized
25 to do business in the State of California.

26 125. At all times herein relevant, Defendant TREASURE CHEST was a
27 corporation incorporated under the laws of the State of Delaware, authorized to do
28 business in the State of California.

1 126. At all times herein relevant, Defendant PACIFIC PRECISION
2 METALS, INC. was a corporation incorporated under the laws of the State of
3 Delaware, authorized to do business in the State of California.

4 127. At all times herein relevant, Defendant UNION OIL COMPANY OF
5 CALIFRONIA was a corporation incorporated under the laws of the State of
6 California, authorized to do business in the State of California.

7 128. At all times herein relevant, Defendant UNITED PARCEL SERVICE,
8 INC. was a corporation incorporated under the laws of the State of Ohio, authorized
9 to do business in the State of California.

10 129. At all times herein relevant, Defendant UNIVERSAL CITY STUDIOS,
11 INC. was a corporation incorporated under the laws of the State of Delaware,
12 authorized to do business in the State of California.

13 130. At all times herein relevant, Defendant VAN WATERS & ROGERS
14 INC. and VOPAK DISTRIBUTION AMERICAS CORPORATION (f/k/a UNIVAR
15 CORPORATION) was a corporation incorporated under the laws of the State of
16 Washington, authorized to do business in the State of California.

17 131. At all times herein relevant, Defendant VERTEX MICROWAVE
18 PRODUCTS, INC. (f/k/a GAMMA-F CORP.) was a corporation incorporated under
19 the laws of the State of Nevada, authorized to do business in the State of California.

20 132. At all times herein relevant, Defendant WALT DISNEY PICTURES
21 AND TELEVISION was a corporation incorporated under the laws of the State of
22 California, authorized to do business in the State of California.

23 133. At all times herein relevant, Defendant WARNER-LAMBERT
24 COMPANY was a corporation incorporated under the laws of the State of Delaware,
25 authorized to do business in the State of California.

26 134. At all times herein relevant, Defendant W&B MARKETING INC. was
27 a corporation incorporated under the laws of the State of Delaware, authorized to do
28 business in the State of California.

1 135. At all times herein relevant, Defendant WEBER AIRCRAFT L.P. was a
2 limited partnership under the laws of the State of Delaware, authorized to do
3 business in the State of California.

4 136. At all times herein relevant, Defendant WESTERN METAL
5 DECORATING CO., L.P. was a limited partnership under the laws of the State of
6 California, authorized to do business in the State of California.

7 137. At all times herein relevant, Defendant YELLOW FREIGHT
8 SYSTEMS INC. was a corporation incorporated under the laws of the State of
9 Indiana, authorized to do business in the State of California.

10 138. At all times herein relevant, Defendant YORK INTERNATIONAL
11 CORPORATION was a corporation incorporated under the laws of the State of
12 Delaware, authorized to do business in the State of California.

13 139. At all times herein relevant, Defendant YORT INC. (f/k/a TROY
14 LIGHTING, INC. – TIFFANY DIVISION) was a corporation incorporated under
15 the laws of the State of California, authorized to do business in the State of
16 California.

17 140. Plaintiffs are informed and believe and on that basis allege that at all
18 relevant times, the Defendants, and each of them, were the partners, joint venturers,
19 agents, employees, fiduciaries, servants and successors of each of the other
20 remaining defendants, or a potentially responsible party within the meaning of 42
21 U.S.C. § 9607(a)(1)-(4), and at all relevant times were acting within the full course
22 and scope of their authority, agency, employment, authorization and/or succession.

23 141. Plaintiffs allege on information and belief that at all times herein
24 relevant, each Defendant was the agent, employee, representative, and/or co-partner
25 of each of the other Defendant; acted in the course and scope of his or her agency,
26 employment, representation, or partnership; and acted in concert with such other
27 Defendant to perform the acts or omission alleged herein, or ratified or approved the
28 acts of the others.

1 142. Plaintiffs are informed and believe and on that basis allege that
2 Defendants did, throughout their possession, transport hazardous substances and
3 wastes, deliver hazardous substances and wastes, and were responsible for the
4 process, purchase and storage, transport, handling, use, and treatment of such
5 hazardous substances. Defendants released and disposed of substantial quantities of
6 hazardous substances and wastes into the environment.

7 **DEFINITIONS**

8 143. Disposal or Dispose: As used in this Complaint, the term "Disposal" or
9 "Dispose" shall have the meaning set forth in SWDA § 1004 (3), 42 U.S.C. 6903(3):

10 [t]he discharge, deposit, injection, dumping, spilling,
11 leaking or placing of any solid waste or hazardous waste
12 into or on any land or water so that such waste or
13 hazardous waste or any constituent thereof may enter the
14 environment or be emitted into the air or discharged into
15 any waters, including ground waters.

16 144. Environment: As used in this Complaint, the term "Environment" shall
17 have the meaning set forth in CERCLA § 101(8), 42 U.S.C. § 9601(8):

18 (A) the navigable waters, the waters of the contiguous
19 zone, and the ocean waters for which the natural resources
20 are under the exclusive management authority of the
21 United States ... and (B) any other surface water, ground
22 water, drinking water supply, land surface or subsurface
23 strata, or ambient air within the United States or under the
24 jurisdiction of the United States.

25 145. Facility: As used in this Complaint, the term "Facility" shall have the
26 meaning set forth in CERCLA § 101(9), 42 U.S.C. § 9601(9):

27 (A) any building, structure, installation, equipment, pipe or
28 pipeline (including any pipe into a sewer or publicly
owned treatment works) well, pit, pond, lagoon,
impoundment, ditch, landfill, storage container, motor
vehicle, rolling stock or aircraft or (B) any Site or area
where a hazardous substance has been deposited, disposed
of, or placed, or otherwise come to be located

1 146. Hazardous Substance: As used in this Complaint, the term "Hazardous
2 Substance" shall have the meaning set forth in CERCLA § 101(14)(B), 42 U.S.C. §
3 9601(14)(B) and CERCLA § 101(14)(C), 42 U.S.C. § 9601(14) (C), as listed by the

1 USEPA at 40 C.F.R. § 302.4 pursuant to its authority under CERCLA § 102. 42
2 U.S.C. § 9602 and applicable state law.

3 147. Hazardous Waste: As used in this Complaint, the term "Hazardous
4 Waste" shall have the meaning set forth in SWDA § 1004(5), 42 U.S.C. § 6905(5):

5 [a]ny solid waste, or combination of solid wastes, which
6 because of its quantity, concentration, or physical chemical
7 or infectious characteristics may -

8 (A) cause or significantly contribute to an increase in
9 mortality or any increase in serious irreversible, or
incapacitating reversible illness; or

10 (B) pose a substantial present or potential hazard to
11 human health or the environment when improperly treated,
stored, transported, or disposed of, or otherwise managed.

12 Hazardous Waste shall also include the definition of Hazardous Waste as defined by
13 applicable state law and "Solid Waste" as set forth under SWDA § 1004(27), 42
14 U.S.C. § 6903(27), and applicable state law.

15 148. National Contingency Plan: As used in this Complaint, the term
16 "National Contingency Plan" ("NCP") means the National Oil and Hazardous
17 Substance Pollution Contingency Plan as set forth in 40 C.F.R. Part 300; the
18 Congressionally-mandated plan developed by the EPA that delineates the required
19 procedures for investigating, analyzing remedial alternatives, responding to, and
20 abating the adverse effects of Releases of Hazardous Substances into the
21 Environment.

22 149. Property: As used in this Complaint, the term "Plaintiffs' Site" refers to
23 real property commonly referred to as 8915 Sorenson Avenue, Santa Fe Springs,
24 California.

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1 150. Release: As used in this Complaint, the term "Release" shall have the
2 meaning set forth in CERCLA § 101(22), 42 U.S.C. § 9601(22):

3 [a]ny spill, leaking, pumping, pouring, emitting, emptying,
4 discharging, injecting, escaping, leaching, dumping or
5 disposing into the environment (including the
6 abandonment or discharging of barrels, containers, and
7 other closed receptacles containing any hazardous
8 substance or pollutant or contaminant).

9 151. Response Cost(s): As used in this Complaint, the term "Response
10 Costs" means the costs of "removal" and "remedial actions" of Hazardous
11 Substances and/or Hazardous Wastes, as those terms are defined in CERCLA §
12 101(23) and (24), 42 U.S.C. § 9601(23) and (24), all other costs to respond to
13 Releases of Hazardous Substances, as defined in CERCLA § 101(25), 42 U.S.C. §
14 9601(25). Such costs include, but are not limited to, costs incurred to monitor,
15 assess and evaluate the Release of Hazardous Substances and/or Hazardous Waste as
16 well as costs of removal and Disposal of the Hazardous Substance and/or Hazardous
17 Waste. Such costs also include those incurred in actions to permanently remedy the
18 Release of Hazardous Substances and/or Hazardous Waste, including, but not limited
19 to (1) the storage, confinement, cleanup of Hazardous Substances or Hazardous
20 Waste, (2) the recycling or reuse, diversion, destruction or segregation of reactive
21 wastes, (3) the dredging or excavation, repair or replacement of leaking containers,
22 and (4) any other such action necessary to protect public health, welfare and the
23 Environment. The term "Response Cost" also means any costs and attorneys' fees
24 incurred in enforcing either removal or remedial actions or CERCLA's scheme for
25 liability, compensation and cost-recovery, set forth in CERCLA § 102(25), 42
26 U.S.C. § 9601(25).

27 152. "Malice" and/or "malicious" means conduct which is intended by the
28 defendant to cause injury to the plaintiff, or despicable conduct carried on by the
defendant with a willful and conscious disregard of the rights or safety of others.

1 153. "Oppression" or "oppressive" means despicable conduct that subjects a
2 person to cruel and unjust hardship in conscious disregard of that person's rights.

3 154. "Fraud" or "fraudulent" means an intentional misrepresentation, deceit,
4 or concealment of a material fact known to the defendant. In addition, proof of fraud
5 requires a showing that the defendant intended to deprive a person of property or
6 legal rights, or cause some other injury.

7 **GENERAL ALLEGATIONS**

8 155. The Omega Chemical Corporation operated a spent solvent and
9 refrigerant recycling and treatment facility from approximately 1976 through 1991 at
10 the Omega Site, approximately 1.5 miles upgradient from the Plaintiffs' Site.
11 During Omega Chemical Corporation's years of operations, drums and bulk loads of
12 waste solvent, chemicals and hazardous materials from various industrial activities
13 and generators were processed at the Omega Site and other activities occurred
14 respecting hazardous substances received at the Omega Site.

15 155. The USEPA issued Unilateral Administrative Order 95-15 ("UAO") on
16 May 9, 1995, and amended the same in September 1995. Among other things, the
17 UAO required the removal of various containers of materials, drums of hazardous
18 waste and decommissioning of certain equipment at the Omega Site. The second
19 portion of the UAO required investigation of the extent of soil and groundwater
20 contamination at, or from, the Omega Site.

21 156. On January 9, 1999, pursuant to CERCLA § 105, 42 U.S.C. § 9605, the
22 USEPA placed the Omega Site on the National Priorities List, set forth at 40 C.F.R.,
23 Part 300, Appendix B. 64 Red. Reg. 2950.

24 157. On or about April 1, 1999, the USEPA issued special notice letters to a
25 group of potentially responsible parties, including assignors to Defendant Omega
26 Chemical LLC and members of the Defendant Omega Chemical PRP Group, an
27 unincorporated association ("OPOG") in connection with the Omega Site.

28 158. On February 28, 2001, the USEPA and many of the Defendants entered
into a Partial Consent Decree for work on the Omega Site. *United States of America*

1 v. *Abex Aerospace Division*, et al. U.S.D.C. (Central District – CA, Western Div.)
2 CV-00-012471.

3 159. The USEPA on its website has characterized the Omega Plume as
4 contributing to soil and groundwater contamination with various volatile organic
5 compounds (VOCs), including most prevalently perchloroethylene (PCE),
6 trichloroethylene (TCE), Freon 11 and Freon 113, which most notably encompass
7 the Plaintiffs' Site, the Omega Site, the McKesson Site (defined below) and various
8 other sites.

9 160. Starting on or about 1976-77, Angeles Chemical Company, Inc.
10 ("Angeles") began operating a chemical supplier business at Plaintiffs' Site,
11 approximately 1.5 miles downgradient from the Omega Site. Mr. John Locke served
12 Angeles as a shareholder, officer, director and employee of Angeles.

13 156. In February 2001, Angeles sold the Plaintiffs' Site to Greve Financial Services,
14 Inc. ("Greve").

15 161. On or about August 9, 2007, Plaintiffs and each of them received a
16 General Notice Letter from the USEPA naming them as potentially responsible
17 parties ("PRPs") in connection with the investigation of the Omega Chemical
18 Corporation Superfund Site, including the areal extent (i.e. plume) of contaminated
19 groundwater emanating from the Omega Site – commonly known as the Omega
20 Plume. All Defendants have also received similar PRP letters from the USEPA
21 regarding the Omega Chemical Superfund Site investigation, including
22 contamination to the Omega Site and the Omega Plume.

23 162. Adjacent to the Plaintiffs' Site, located at 9000 Sorenson Avenue, Santa
24 Fe Springs, California, and completely within the Omega Plume, is a property
25 ("McKesson Site") leased and/or owned by McKesson Chemical Company, a
26 division of McKesson Corporation, and/or McKesson Corporation ("McKesson") at
27 all relevant times herein.

1 163. Harvey Sorkin, Seymour Moslin, and the Estate of Paul Maslin were
2 owners of the McKesson Site at all times relevant in this Complaint ("Sorkin
3 Parties").

4 164. Plaintiffs allege that McKesson and the Sorkin Parties have
5 contaminated the McKesson Site, the Plaintiffs Site and the Omega Plume.

6 165. At all material times, Plaintiffs have suffered business losses, loss of
7 real estate value, and incurred unnecessary testing and response costs as a result of
8 Defendants' contamination of Plaintiffs' Site, the Omega Site, the McKesson Site
9 and the Omega Plume.

10 166. Plaintiffs are informed and believe and thereon allege that Defendants,
11 and each of them, beginning in the mid-1970's, owned and/or operated on one or
12 more sites upon which Hazardous Substances were Released, and/or transported,
13 handled, and/or generated Hazardous Substances that were Released, and have
14 migrated on or into the Plaintiffs' Site, including the soils and groundwater, and also
15 the Omega Plume.

16 167. The Hazardous Substances Released through sudden and accidental
17 spills and/or other Releases included chlorinated hydrocarbon compounds, and
18 VOCs, that have been Released into the Omega Plume and on and into the Plaintiffs'
19 Site.

20 168. The Hazardous Substances Released by Defendants have caused and
21 contributed to contamination of soil and groundwater underlying the Plaintiffs' Site,
22 surrounding properties, and the Omega Plume.

23 169. Plaintiffs have incurred costs and expenses to test, sample, characterize,
24 and remediate the Hazardous Substances released by Defendants in the soil and
25 groundwater.

26 170. The Plaintiffs seek declarations by this Court under all relevant federal
27 and state laws that Defendants are:
28

1 (1) jointly and severally liable for the presence of hazardous substances
2 contamination at the Omega Site, Plaintiffs' Site, McKesson Site, and in the Omega
3 Plume; and

4 (2) jointly and severally liable for general damages and all costs or
5 expenses, including attorneys' fees, necessary to respond to the release and threat of
6 release of hazardous substances onto and from the Omega Site, Plaintiffs' Site,
7 McKesson Site, and the Omega Plume; and

8 (3) must reimburse the Plaintiffs for all costs or expenses, including
9 attorneys' fees, that they have incurred and will incur for the testing, investigation,
10 abatement, remediation and removal of hazardous substances contamination from the
11 structures, soils, subsoils, surface water, and groundwater at and in the vicinity of the
12 Plaintiffs' Site, Omega Site, McKesson Site and the Omega Plume.

13 171. The grounds for such declaratory relief are that Plaintiffs currently own
14 and/or operated property adjacent to the McKesson Site, Omega Site, and enveloped
15 by the Omega Plume, and Defendants owned and/or operated on the McKesson Site,
16 Omega Site or one or more facilities which generated the hazardous substances or
17 wastes that were disposed of or released, at or near the McKesson Site, Omega Site,
18 or Omega Plume, or transported, generated and/or arranged for the disposal of
19 hazardous substances, at or near the Omega Site, McKesson Site and/or Omega
20 Plume that resulted in both onsite and offsite soil and groundwater contamination to
21 the Plaintiffs' Site, Omega Site, McKesson Site, and Omega Plume.

22 172. Plaintiffs are informed and believe, and thereon allege, that Defendants
23 caused contamination and pollution of the structures, soil, subsoil, surface water and
24 groundwater at and in the vicinity of the Plaintiffs' Site, Omega Site, McKesson Site
25 and the Omega Plume through the negligent, improper, illegal and unreasonable
26 transport, generation, handling, usage, storage, disposal and/or release of hazardous
27 substances, hazardous wastes, VOCs and petroleum hydrocarbons waste and
28 products.

1 173. Plaintiffs are informed and believe that, at all material times,
2 Defendants through various spills and Releases, the handling of various chemicals,
3 Releases from tankers, trucks and trailers, the rinsing of drums, leaking underground
4 storage tanks and disposal of chemicals and hazardous substances released millions
5 of gallons of hazardous substances into the environment, including the Plaintiffs'
6 Site, Omega Site, McKesson Site and the Omega Plume, among other adjacent
7 properties. The Releases of Hazardous Substances caused and continues to cause
8 contamination to Plaintiffs' Site and underlying soil and groundwater through the
9 migration of hazardous substances on the surface, through the vadose zone, and in
10 the groundwater.

11 174. Plaintiffs are informed and believe and thereon allege that, at all
12 material times, Defendants negligently, oppressively, fraudulently, maliciously,
13 recklessly and/or intentionally caused soil and groundwater contamination.
14 Defendants released and dumped chemicals into the environment negligently,
15 oppressively, fraudulently, maliciously, recklessly and/or intentionally knowing or
16 being aware of the fact the chemical they were dumping would or may cause
17 contamination to soil, groundwater and surrounding properties. Defendants
18 negligently, oppressively, fraudulently, maliciously, recklessly and/or intentionally
19 concealed the nature and extent of the releases and the extent of the contamination.

20 175. At all times mentioned, Defendants knew of their release of hazardous
21 chemicals created an unreasonably dangerous condition. Despite such knowledge,
22 Defendants willfully and recklessly, in conscious disregard of the rights and safety of
23 Plaintiffs, the public, its customers and employees, continued to release hazardous
24 substances, concealed the release of hazardous substances, concealed the nature and
25 extent of the release of hazardous substances, and failed to take corrective action to
26 repair the damage caused by the releases. At all times mentioned, Defendants
27 conduct in committing the releases, concealing the facts and failing to take corrective
28 action of the damage and contamination caused by its conduct was intended by
Defendants to cause injury to Plaintiffs, the public and the environment, or the

1 despicable conduct was carried on by the Defendants with a willful and conscious
2 disregard of the rights and safety of others. At all times mention, Defendants'
3 despicable conduct subjected Plaintiffs to cruel and unjust hardship in conscious
4 disregard of Plaintiffs' and others' rights. At all times mention, Defendants' conduct
5 in covering up the nature, extent and cause of the underlying contamination
6 amounted to intentional misrepresentations, deceit, or concealment of material facts
7 known to Defendants.

8 176. Plaintiff Greve is informed and believes, and on that basis alleges that
9 Robert Berg, Donna Berg, Pearl Rosenthal and the Estate of Arnold Rosenthal
10 (collectively, the "Berg Defendants") were former owners of the Plaintiffs' Site and
11 were former employees, officers, directors and/or shareholders of Angeles and
12 participated in the management, control and operation of Angeles, including the use,
13 handling and release of petroleum hydrocarbons and hazardous waste on the
14 Plaintiffs' Site.

15 177. Plaintiffs have provided notice under RCRA and will be filing an
16 amended complaint including RCRA claims after the notice requirement has been
17 satisfied.

18 **FIRST CLAIM FOR RELIEF**

19 **(Recovery of Response Costs)**

20 **(Pursuant to CERCLA §§ 107(a)(1-4)(B) - Plaintiffs against all Defendants)**

21 178. Plaintiffs refer to and reallege paragraphs 1 through 177 of this
22 Complaint and incorporate them herein by reference.

23 179. Pursuant to the provisions of CERCLA, 42 U.S.C §§ 9601-9675,
24 Defendants, as prior owners and/or operators of the Omega Site, Plaintiffs' Site,
25 and/or McKesson Site from which Hazardous Substances were released, and as
26 transporters, handlers, generators, users, disposers, releasors or storers, are liable for
27 Response Costs appropriate to the Plaintiffs' Site, Omega Site, McKesson Site,
28 Omega Plume and surrounding properties, and to reimburse the United States or the
State of California if either undertakes such activity.

1 180. Plaintiffs, who are "persons" as defined in CERCLA § 101(21), 42
2 U.S.C. § 9601(21), and SWDA § 1004(15), 42 U.S.C. § 9603(15), have been and
3 currently remain engaged in conducting studies and other activities designed to
4 develop an appropriate response plan for removal and/or remedial action with regard
5 to the Release of Hazardous Substances. Plaintiffs have incurred, and will continue
6 to incur, substantial Response Costs to be determined according to proof at trial. To
7 date, Plaintiffs have incurred Response Costs to fully characterize the Plaintiffs' Site,
8 including, but not limited to, soil sampling; installation of groundwater monitoring
9 wells; sampling such wells and having all samples analyzed; drilling soil borings in
10 order to define the groundwater configuration, contamination and flow direction all
11 of which is designed to provide adequate information for a feasibility study of
12 remedial alternatives. In addition, Plaintiffs will incur an as yet undetermined
13 amount to address existing and future groundwater issues. All such Response Costs
14 incurred and that will be incurred have been and will continue to be necessary and
15 consistent with the NCP.

16 181. Each Defendant did, over extended periods of time, generate, transport,
17 handle, use, store, dispose of, release and/or cause the Disposal of Hazardous
18 Substances directly into the Environment and/or in such other manner at the
19 Plaintiffs' Site, Omega Site, McKesson Site and/or Omega Plume, so as to cause the
20 Release or exacerbation of the release of Hazardous Substances into the
21 Environment.

22 182. Each establishment owned and/or operated by each Defendant was, and
23 is a Facility.

24 183. At relevant times, each Defendant was the operator of its respective
25 facility because each Defendant exercised control over and managed its
26 establishment, and determined and implemented the policies and procedures by
27 which its establishment operated.

28

1 184. Each Defendant is a "person" as that term is defined in CERCLA § 101
2 (21), 42 U.S.C. § 9601 (21), and SWDA § 1004(15), 42 U.S.C. § 9603(15), who
3 operated its establishment at the time waste were Disposed of at and from its Facility.

4 185. Each Defendant was, and is, the owner and/or operator of its respective
5 facility.

6 186. At all relevant times herein, there were Releases of Hazardous
7 Substances from Defendants Facilities located at or adjacent to the Plaintiffs' Site,
8 Omega Site, McKesson Site and/or Omega Plume.

9 187. The Releases of Hazardous Substances from the Defendants caused and
10 continue to cause Plaintiffs to incur Response Costs on Plaintiffs' Site and for the
11 underlying groundwater, including the Omega Plume, and for off-site contamination
12 down gradient from Plaintiffs Site, including but not limited to the McKesson Site.
13 Plaintiffs have not caused any release to the deeper groundwater underlying
14 Plaintiffs' Site.

15 188. Pursuant to 42 U.S.C. § 9707(a), Defendants, and each of them, are
16 jointly and severally liable to Plaintiffs for all necessary Response Costs incurred by
17 Plaintiffs in responding to the Release of Hazardous Substances.

18 **SECOND CLAIM FOR RELIEF**

19 **(Declaratory Relief Under Federal Law - Against All Defendants)**

20 189. Plaintiffs refer to and reallege paragraphs 1 through 188 of this
21 Complaint and incorporate them by reference.

22 190. A dispute has arisen and an actual controversy exists between Plaintiffs
23 and Defendants in that Plaintiffs claim that Defendants, and each of them, jointly and
24 severally, are obligated to indemnify Plaintiffs against and reimburse Plaintiffs for,
25 all necessary Response Costs and any other costs and attorneys' fees, past or future,
26 incurred by Plaintiffs in responding to the released and/or threatened release of
27 Hazardous Substances and/or Hazardous Waste or taking any other removal or
28 remedial action as a result of Defendants' acts and conduct.

1 191. Substantial costs will be incurred by Plaintiffs over time and after
2 conclusion of this action. Unless declaratory relief is granted, it will be necessary for
3 Plaintiffs to commence many successive actions against Defendants, and each of
4 them, to secure compensation for the costs incurred and damages sustained, thus
5 requiring a multiplicity of suits.

6 192. Plaintiffs are entitled to and hereby seek a declaratory judgment,
7 pursuant to CERCLA § 107, 42 U.S.C. § 9607, of Defendants' liability to Plaintiffs
8 for all Response Costs incurred or to be incurred by Plaintiffs in implementing the
9 remedial action plan for responding to the Releases of Hazardous Substances and/or
10 Hazardous Waste and adverse environmental consequences at issue.

11 193. Plaintiffs are entitled to and hereby seek a declaratory judgment,
12 pursuant to SWDA § 1002, 42 U.S.C. § 6972, of Defendants' liability to Plaintiffs for
13 all Response Costs incurred or to be incurred by Plaintiffs in removing and/or
14 remediating Plaintiffs' Site due to the Release of Hazardous Substances and/or
15 Hazardous Waste which pose an immediate and substantial endangerment to health
16 and the environment.

17 194. The Plaintiffs are entitled to, and hereby seek, a judicial determination
18 pursuant to the Federal Declaratory Relief Act, 28 U.S.C. § 2201, of Plaintiffs' right
19 to reimbursement from and indemnification by Defendants, and each of them, for all
20 costs, jointly and severally, which Plaintiffs may incur resulting from Defendants
21 Release of Hazardous Substances and/or Hazardous Waste into the Environment.

22 THIRD CLAIM FOR RELIEF

23 (For Public and Private Nuisance-Plaintiffs Against All Defendants)

24 195. Plaintiffs reallege and incorporate by this reference paragraphs 1
25 through 194 of this Complaint.

26 196. Defendants' tortious and unlawful actions and omissions constitute an
27 unreasonable use of the Plaintiffs' Site, Omega Site, McKesson Site, and/or Omega
28 Plume and have caused a condition that is injurious to the health and offensive to the

1 senses, and which was and is an obstruction of the free use of Plaintiffs' Site, so as to
2 interfere with Plaintiffs' comfortable use and enjoyment of the property.

3 197. Defendants' acts and omissions have created or assisted in the creation
4 of a continuing nuisance which continues to damage the property and the Plaintiffs
5 on a daily basis. Each actual and/or threatened Release and migration of the
6 contamination gives rise to a new CLAIM FOR RELIEF until such time as the
7 contamination is completely remediated.

8 198. The nuisance is specifically injurious to Plaintiffs and any damages and
9 injuries resulting from it are different in type and effect than any damages and
10 injuries to the entire community or neighborhood.

11 199. The nuisance has caused and will continue to cause special injuries to
12 the Plaintiffs to the extent Plaintiffs incurred or will continue to incur expenses to
13 investigate, assess or monitor, remove, remediate and abate the nuisance, and to the
14 extent the nuisance has injured the subject property.

15 200. Plaintiffs have requested and continue to seek to have Defendants, and
16 each of them, abate the nuisance, but Defendants have failed to abate the nuisance
17 and it continues to exist.

18 201. If the nuisance is not abated, Plaintiffs will suffer irreparable harm and
19 injury. Any hardship imposed on Defendants in abating the nuisance will not be
20 disproportionate to the hardship Plaintiffs have suffered and will continue to suffer as
21 a result of the nuisance.

22 202. Plaintiffs are informed and believe and on that basis allege that the
23 contamination caused by Defendants' actions and inactions, and each of them, may
24 be subjecting adjacent and nearby properties and owners and residents to damage and
25 injury. Defendants' failure to timely abate the nuisance and contamination will
26 increase the damage and injury to the Plaintiffs' Site and to adjacent properties, as
27 well as cause potential damage and injury to the groundwater beneath the properties,
28 including the Omega Plume.

1 207. The Release of Hazardous Substances and/or Hazardous Waste, the
2 resulting contamination and the continued migration of such Hazardous Substances
3 and/or Hazardous Waste has constituted and continues to constitute a continuing
4 unauthorized trespass onto the Plaintiffs' Site in violation of Plaintiffs' rights.

5 208. Plaintiffs are informed and believe and on that basis allege that
6 Defendants, and each of them, acted intentionally in undertaking the conduct that
7 caused the trespass in failing to abate the trespass, and in allowing the trespass to
8 continue.

9 209. Plaintiffs have requested and continue to seek to have Defendants, and
10 each of them, abate and discontinue the trespass, but Defendants have failed to do so
11 and the trespass continues to exist.

12 210. If the trespass is not abated and discontinued, Plaintiffs will suffer
13 irreparable harm and injury. Any hardship imposed on Defendants in abating and
14 discontinuing the trespass will not be disproportionate to the hardship Plaintiffs have
15 suffered and will continue to suffer as a result of the trespass.

16 211. As a direct, proximate and foreseeable result of the acts and omissions
17 of Defendants, and each of them, Plaintiffs have suffered general, consequential and
18 compensatory damages in amounts that are not yet fully ascertained. These damages
19 include, but are not limited to the following:

- 20 a. Damage to the soil and groundwater on the subject
21 property;
- 22 b. Damage for the loss of use of the Plaintiffs' Site and
23 particularly during the assessment and remediation period;
24 and
- 25 c. Any and all amounts Plaintiffs have incurred or will
26 incur for the investigation, assessment, monitoring,
27 removal and remediation of the contamination. These
28 amounts are in excess of the minimum jurisdictional

amounts of this court and will be established according to
proof at the time of trial.

212. Plaintiffs hereby request that a mandatory and/or prohibitory injunction be issued, requiring Defendants, and each of them, to abate the nuisance and/or to perform such investigation, assessment, monitoring, removal and remediation, as is necessary to abate the nuisance.

213. Moreover, as Defendants' conduct was and continues to be negligent, oppressive, reckless, malicious, fraudulent, intentional and/or illegal, Plaintiffs, and each of them, are entitled to punitive damages and/or exemplary damages to the extent that they are an available remedy under the law.

FIFTH CLAIM FOR RELIEF

(Equitable Indemnity - Plaintiffs Against All Defendants)

214. Plaintiffs refer to and reallege paragraphs 1 through 213 of this Complaint and incorporates them by reference.

215. Plaintiffs have been, and will continue to be, compelled by the operation of applicable Federal and State laws to incur necessary Response Costs consistent with the NCP and other abatement costs to investigate, study, and remove the pollutants from the surface and sub-surface soils and groundwater beneath and adjacent to the property and to take other response actions necessary to protect public health and the environment, and to enforce the liability schemes set forth in RCRA, CERCLA and in State and local laws.

216. Defendants, and each of them, are entirely liable for that contamination as a result of the Release of Hazardous Substances and/or Hazardous Wastes into the Environment. The Release of Hazardous Substances and/or Hazardous Wastes into the Environment by Defendants was negligent, careless, wrongful, and unlawful. Plaintiffs' statutory liability for the costs of environmental assessment clean-up and remediation is solely the result of Defendants' negligent, careless, wrongful and unlawful conduct in the course of their profit-making activities. The Defendants

1 have benefitted monetarily from their inexpensive but environmentally irresponsible
2 methods of Disposing of their toxic wastes.

3 217. Defendants, and each of them, are therefore bound and obligated, jointly
4 and severally to indemnify and hold harmless Plaintiffs from and against any and all
5 Response Costs and any other costs heretofore or hereafter incurred by Plaintiffs to
6 responding to the Release of Hazardous Substances and Hazardous Wastes by
7 Defendants.

8 **SIXTH CLAIM FOR RELIEF**

9 **(Declaratory Relief Under State Law - Plaintiffs Against All Defendants)**

10 218. Plaintiffs refer to and reallege paragraphs 1 through 217, of this
11 Complaint and incorporate them by reference.

12 219. A dispute has arisen and an actual controversy exists between Plaintiffs
13 and Defendants in that Plaintiffs claim that Defendants are jointly and severally
14 obligated to indemnify Plaintiffs against, and reimburse Plaintiffs for, all Response
15 Costs and any other costs heretofore or hereafter incurred by Plaintiffs in removing
16 the Hazardous Substances and/or Hazardous Waste or taking any other removal or
17 remedial action as a result of Defendants' conduct complained of herein, and
18 Defendants deny such obligation.

19 220. Substantial costs will be incurred by Plaintiffs over time and after
20 conclusion of this action. Unless declaratory relief is granted, it will be necessary to
21 commence many successive actions against Defendants to secure compensation for
22 damages sustained, thus requiring a multiplicity of suits.

23 221. Plaintiffs request a judicial determination pursuant to California Code of
24 Civil Procedure Section 1060 of Plaintiffs' right to reimbursement and
25 indemnification by Defendants for all costs heretofore or hereafter incurred by
26 Plaintiffs as a result of Defendants' conduct complained of herein

27 WHEREFORE, Plaintiffs pray for judgment as against Defendants, and each of
28 them, as follows:

1 **AS TO THE FIRST CLAIM FOR RELIEF FOR**
2 **PRIVATE RECOVERY UNDER CERCLA**

- 3 1. For Plaintiffs' Response Costs under CERCLA;
4 2. For attorneys' fees; and
5 3. For costs of suit incurred herein.

6 **AS TO THE SECOND CLAIM FOR RELIEF FOR**
7 **DECLARATORY RELIEF UNDER FEDERAL LAW**

- 8 4. For a declaration that Defendants, jointly and severally, are obligated to
9 pay to Plaintiffs all past and future Response Costs and any other costs incurred by
10 Plaintiffs hereafter in response, removal or remediation efforts incurred pursuant to a
11 state or federal agency-issued and/or court-approved remedial action plan that is
12 required by the NCP in order to properly respond to the discharge of Hazardous
13 Waste and Hazardous Substances by Defendants;
14 5. For attorneys' fees; and
15 6. For costs of suit incurred herein.

16 **AS TO THE THIRD CLAIM FOR RELIEF**
17 **DAMAGES FOR PRIVATE NUISANCE**

- 18 7. For a mandatory, preliminary and permanent injunction ordering the
19 Defendants to undertake, at their expense, all of the environmental engineering
20 investigation, studies, monitoring and response actions necessary to respond to,
21 abate and remediate fully and promptly the nuisance condition resulting from the
22 release of Hazardous Waste and/or Hazardous Substances at and emanating from the
23 Property in a manner consistent with the NCP or as otherwise provided by law;
24 8. For nuisance abatement and cleanup costs from Defendants, jointly and
25 severally, in an amount equal to all Response Costs and all other costs incurred in
26 response to the nuisance condition resulting from the discharge of contaminants by
27 Defendants, according to proof at trial;
28 9. For compensatory damages according to proof, including, but not
limited to, lost profits and economic loss, loss of use, diminution of fair market

1 value of the property, damage related to the inability to resell the property, and
2 stigma;

3 10. For incidental and consequential damages according to proof;

4 11. For pre-judgment interest at the legal rate;

5 12. For attorneys' fees;

6 13. For costs of suit incurred therein;

7 14. For nuisance abatement and cleanup costs from Defendants, jointly and
8 severally, in an amount equal to all Response Costs and all other costs incurred in
9 response to the public nuisance condition resulting from the discharge of
10 contaminants by Defendants, according to proof at trial; and

11 15. Moreover, as Defendants' conduct was and continues to be negligent,
12 oppressive, reckless, malicious, fraudulent, intentional and/or illegal, Plaintiffs, and
13 each of them, are entitled to punitive damages and/or exemplary damages to the
14 extent that they are an available remedy under the law.

15 **AS TO THE FOURTH CLAIM FOR RELIEF**

16 **FOR TRESPASS**

17 16. For damages from Defendants, jointly and severally, in an amount
18 equal to all Response Costs and all other costs incurred in removal or remediation
19 efforts in response to the discharge of pollutants by Defendants according to proof at
20 trial;

21 17. For compensatory damages according to proof, including, but not
22 limited to, lost profits and economic loss, loss of use, diminution of fair market
23 value of the property, damages related to the inability to resell the property, and
24 stigma;

25 18. For incidental and consequential damages according to proof.

26 19. For pre-judgment interest at the legal rate;

27 20. For attorneys' fees;

28 21. For costs of suit incurred herein; and

1 22. Moreover, as Defendants' conduct was and continues to be negligent,
2 oppressive, reckless, malicious, fraudulent, intentional and/or illegal, Plaintiffs, and
3 each of them, are entitled to punitive damages and/or exemplary damages to the
4 extent that they are an available remedy under the law.

5 **AS TO THE FIFTH CLAIM FOR RELIEF**

6 **EQUITABLE INDEMNITY**

7 23. For a declaration that Plaintiffs are entitled to full indemnity from
8 Defendants, jointly and severally, for all Response Costs and any other costs
9 incurred in removal or remediation efforts in response to the discharge of pollutants
10 by Defendants.

11 24. For attorneys' fees; and

12 25. Costs of suit incurred herein.

13 **AS TO THE SIXTH CLAIM FOR RELIEF**

14 **DECLARATORY RELIEF UNDER STATE LAW**

15 26. For a declaration that Defendants, jointly and severally, are
16 obligated to pay to Plaintiffs all past and future Response Costs and any
17 other costs incurred by Plaintiffs hereafter in response, removal or
18 remediation efforts incurred pursuant to a state or federal agency-issued
19 and/or court-approved remedial action plan that is required by the NCP
20 in order to properly respond to the discharge of pollutants by Defendant
21 and as otherwise provided by law;

22 27. For attorneys' fees; and

23 28. For costs of suit incurred herein.

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AS TO ALL CLAIMS FOR RELIEF

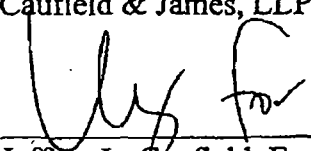
29. Demand for Jury Trial.

30. For damages in an amount that is yet to be ascertained.

31. For such other and further relief as this Court deems just
and proper.

DATED: November 6, 2007

Caufield & James, LLP


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